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# *State of Louisiana*

Office of Risk Management  
Self Insurance Fund

Office of the Governor  
Division of Administration

## Commercial General Liability Declarations (Personal Injury and Advertising Liability)

|                                  |   |                       |  |              |            |              |
|----------------------------------|---|-----------------------|--|--------------|------------|--------------|
| <b>Named Insured And Address</b> | State of Louisiana, All State Departments, Agencies, Boards and Commissions<br>c/o Office of Risk Management<br>Post Office Box 94095, Capitol Station<br>Baton Rouge, Louisiana 70804-9095 | <b>Policy No.:</b>    | PIA20022003  |              |            |              |
|                                  |   | <b>Policy Period:</b> | 12:01 A.M. Standard time at the address of the named insured as stated herein. |              |            |              |
|                                  |   |                       | <b>From:</b>   | July 1, 2002 | <b>To:</b> | July 1, 2003 |

### NOTE:

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THE PARTIES AGREE THAT THIS CONTRACT IS SUBJECT TO AND CONDITIONED UPON THE AVAILABILITY AND APPROPRIATION OF THE FUNDS NECESSARY FOR ANY AND ALL AMOUNTS THAT MAY BE DUE IN ACCORD WITH THE PROVISIONS HEREIN.

THIS POLICY IS SUBJECT TO COST ALLOCATION PLAN OF OFFICE OF RISK MANAGEMENT

### LIMIT OF LIABILITY

|  |    |                      |
|--|----|----------------------|
| Coverage A - Bodily Injury & Property Damage | \$ | NONE                 |
| Coverage B - Personal & Advertising Injury   | \$ | See Occurrence Limit |
| Coverage C - Medical Payments                | \$ | NONE                 |
| Each Occurrence Limit                        | \$ | 5,000,000            |
| Fire Damage Limit                            | \$ | NONE                 |

| FORM AND DESCRIPTION OF BUSINESS: | ANNUAL PREMIUM PAYABLE AT INCEPTION |
|-----------------------------------|-------------------------------------|
| Governmental Facility             | \$ As billed                        |

### FORMS APPLICABLE

|                |                |                |        |        |                           |
|----------------|----------------|----------------|--------|--------|---------------------------|
| CG 00 01 01 96 | CG 00 33 01 96 | IL 00 21 11 94 | UND-01 | UND-04 | Endorsements 1 through 10 |
| CG 22 72 10 93 | CG 00 55 03 97 | CG 21 69 01 02 | UND-02 | UND-05 |                           |
| CG 21 62 09 98 | CG 24 12 11 85 | CG 21 65 09 99 | UND-03 |        |                           |

### ADDITIONAL INSURED

Additional insureds may be added by certificate of insurance for negligence arising out of operations of a state agency, board or commission created by state statute.

### SIGNATURE

COUNTERSIGNED July 1, 2002

BY \_\_\_\_\_  
(Authorized representative)

**COMMERCIAL GENERAL LIABILITY  
CG 00 01 01 96**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

### SECTION I - COVERAGES

#### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

###### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law, or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or

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subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

**(2) Any loss, cost or expense arising out of any:**

- (a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others, of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
  - (a)** Less than 26 feet long; and
  - (b)** Not being used to carry persons or property for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent; provided the "auto" is not owned by or rented or loaned to you or the insured;

**(4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

**(5)** "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage to Property**

"Property damage" to:

- (1)** Property you own, rent, or occupy;
- (2)** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3)** Property loaned to you;
- (4)** Personal property in the care, custody or control of the insured;
- (5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

**COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

**b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":
  - (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

**b. "Advertising injury" arising out of:**

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**c. Any loss, cost or expense arising out of any:**

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## **COVERAGE C. MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;

- (2) On ways next to premises you own or rent; or

- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

- a.** To any insured.
- b.** To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c.** To a person injured on that part of premises you own or rent that the person normally occupies.
- d.** To a person, whether or not an "employee" of any insured if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e.** To a person injured while taking part in athletics.
- f.** Included within the "products-completed operations hazard".
- g.** Excluded under Coverage A.
- h.** Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.



## SECTION II - WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

### 2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

#### (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

### (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

### 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

### 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. You and any other involved insured must:**

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether, primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Coverage A (Section I).

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or

(b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

(2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers.
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.**

**13. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:**

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

**14. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

## POLICY CHANGE NUMBER 1

(This Endorsement Changes the Policy. Please read carefully.)

### Coverage Parts Affected:

Form CG 00 01 01 96 – Commercial General Liability Coverage Form:

### AMENDMENTS/CHANGES

1. **SECTION I - COVERAGE A., 2. Exclusions, g. (5), page 3 of 13 is hereby deleted and replaced by the following:**
  - (5) "Bodily injury" or "property damage" arising out of the operation of any specialized equipment.
2. **SECTION I - COVERAGE A., 2. Exclusions, j. (4), page 3 of 13 reading "Personal property in the care, custody or control of the insured" is hereby deleted.**
3. **SECTION II - WHO IS AN INSURED, paragraph 2., page 7 of 13 is amended to include the following:**

Each of the following is also an insured but only for acts within the scope of their duties for you:

  - (1) Members of your governing board;
  - (2) Your boards, commissions or city councils and their members;
  - (3) Any elective or appointed officer of yours;
  - (4) Volunteers authorized by you.
4. **SECTION II - WHO IS AN INSURED, paragraph 2. a. (1) (d), page 7 of 13 is hereby deleted and replaced by the following:**
  - (2) Arising out of his or her providing or failing to provide professional health care services except licensed nurses working at first aid stations but only for acts within the scope of their duties for you.
5. **SECTION III - LIMITS OF INSURANCE, is hereby deleted and replaced with the following:**
  1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  2. The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
  3. The Each Occurrence Limit is the most we will pay for the sum of:

Damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence". All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under its name, shall be considered as arising out of one occurrence.
  4. Subject to 3. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to or temporarily occupied by you arising out of any one fire.



**6. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. (3), page 9 of 13 is hereby deleted and replaced with the following:**

- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I) or Boiler and Machinery.

**7. SECTION V - DEFINITIONS, paragraph 2., page 10 of 13 is hereby deleted and replaced with the following:**

2. "Auto" means any vehicle required to be licensed by the Motor Vehicle Law of Louisiana but does not include mobile equipment.

**8. SECTION V - DEFINITIONS, paragraph 4., pages 10 of 13 and 11 of 13 is hereby deleted and replaced with the following:**

4. "Coverage Territory" means worldwide without restrictions.

**9. SECTION V - DEFINITIONS, paragraph 11., page 12 of 13, is hereby deleted in its entirety and replaced with the following:**

8. "Mobile equipment" means any vehicle not required to be licensed by the Motor Vehicle Law of Louisiana.

The definition of "mobile equipment" is extended to include all items of equipment identifiable as seat belt convincer units. Said units are used for the purpose of demonstrating the effectiveness of seat belts in minimizing injuries sustained as a result of automobile accidents.

The operation of any specialized equipment, whether it be "mobile equipment" or attached to or towed by a licensed vehicle shall be included under the general liability insurance afforded by this policy.

**10. SECTION V - DEFINITIONS, paragraph 13., page 12 of 13, is hereby deleted in its entirety and replaced with the following:**

"Personal Injury" means false arrest; detention; wrongful entry into, or eviction of a person from a room dwelling, or premises that the person occupies; erroneous service of civil papers, false imprisonment; malicious prosecution; assault and battery; libel; slander; defamation of character; oral or written publication of material that slanders or libel a person or organization or disparages a person's right of privacy; violation of property rights or deprivation of any rights, privileges, or immunities secured by the Constitution and laws of the United States of America, or the state, for which the Named Insured may be held liable to the party injured in an action at law, suit in equity, or other proper proceedings for redress. However, no act shall be deemed to be, or result in Personal Injury unless committed in the regular course of duty by the Insured.

It is further understood and agreed that "personal injury" liability provided by this policy shall exclude the following:

1. personal injury of any employee of the Insured while engaged in the employment of the Insured; any obligation for which the Insured or any insurer as his carrier may be held liable under any worker's compensation, unemployment compensation or disability benefit law, including but not limited to any laws, rules or regulations relating to or pertaining to the employee's employment with the State of Louisiana or any other similar law;
2. actual or alleged discrimination because of race, religion, color, sex, national origin, age or handicap;
  - (a) against a past or present Insured or against any applicant for employment with any Insured;
  - (b) against any party in the awarding or failure to award any contract by the Insured;

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3. where no monetary damages are alleged or sought. Personal injury shall not include claims or lawsuits seeking administrative relief or the defense thereof;
4. defense of any matter or activity that is excluded from coverage (supplementing SECTION I "Coverage A, Coverage B, Coverage C, and Supplementary Payments" in the policy).

**11. Coverage C., Medical Payments, Page 5 of 13 is extended to include the following:**

- c. We will pay \$5,000 maximum Volunteer Medical Payments for students injured in a veterinary teaching hospital during official class periods who are acting under the direct supervision of a faculty member. This coverage pays only the amounts not covered by other collectible insurance.

This policy does **not** provide volunteer medical payments for any other circumstances other than mentioned above.

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**COMMERCIAL GENERAL LIABILITY  
CG 21 65 09 99**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I -Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot from equipment used to heat that building.
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
  - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## **POLICY CHANGE NUMBER 2**

*(This Endorsement Changes the Policy. Please read carefully.)*

### **Coverage Parts Affected:**

Form **CG 21 65 09 99** – Total Pollution Exclusion with Building Heating Equipment Exclusion and a Hostile Fire Exclusion:

### **AMENDMENTS/CHANGES**

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**f. Pollution, (1), "This exclusion does not apply to;" is amended to include the following:**

(c) This exclusion shall not apply as respects liability for an occurrence causing actual discharge, disposal, release or escape provided the insured establishes that all of the following conditions have been met:

- 1.** the occurrence commenced during the time of this policy;
- 2.** the occurrence was accidental and was neither expected nor intended by the insured;
- 3.** the occurrence was identified as commencing at a specific point in time and became known to the insured within forty (40) hours thereafter;
- 4.** the occurrence did not result from the insured's intentional and willful violation of any governmental statute, rule or regulations.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 21 62 09 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS - WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,  
**Exclusions of Section I - Coverage A - Bodily Injury  
And Property Damage Liability** and Paragraph 2.,  
**Exclusions of Section I - Coverage B - Personal  
And Advertising Injury Liability**:

### 2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
  - (1) Any of the following, whether belonging to any insured or to others:
    - (a) Computer hardware, including microprocessors;
    - (b) Computer application software;
    - (c) Computer operating systems and related software;
    - (d) Computer networks;
    - (e) Microprocessors (computer chips) not part of any computer system; or
    - (f) Any other computerized or electronic equipment or components; or

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

This exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.

**COMMERCIAL GENERAL LIABILITY  
CG 00 55 03 97**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
AMENDMENT OF OTHER INSURANCE CONDITION  
(OCCURRENCE VERSION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

Paragraph **4.b.** of the **Other Insurance** Condition - **(Section IV - Commercial General Liability Conditions)** is replaced by the following:

**4. Other Insurance**

**a. Excess Insurance**

This insurance is excess over:

- (1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner, or
  - (c)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **COVERAGE A** (SECTION 1).
- (2)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under COVERAGES **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### COLLEGES OR SCHOOLS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

- A.** With respect to the transportation of students, exclusion **g.** of paragraph **2.**, Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced by the following:

This insurance does not apply to:

- g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by an insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

- B.** The following exclusion is added to COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages):

If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" caused by:

- 1.** The rendering or failure to render:
    - a.** Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
    - b.** Any health or therapeutic service, treatment, advice or instruction; or
    - c.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
  - 2.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
  - 3.** The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
- C.** WHO IS AN INSURED (Section II) is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:
- 1.** Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution.
  - 2.** Any of your board members or commissioners if you are a public board or commission.
  - 3.** Any student teachers teaching as part of their educational requirements.

## POLICY CHANGE NUMBER 3

(This Endorsement Changes the Policy. Please read carefully.)

### Coverage Parts Affected:

Form **CG 22 72 10 93** – Colleges or Schools

### AMENDMENTS/CHANGES

#### 1. Paragraph "A" is replaced with the following:

- A.** With respect to the transportation of students, Exclusion g. of paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced by the following:

This insurance does not apply to:

- g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto", or watercraft over twenty-six (26) feet in length that is owned, operated or hired by any insured. For the purpose of this exclusion the word "hired" includes any contract to furnish transportation of your students to and from schools.

#### 2. Paragraph "C" is replaced with the following:

- C.** WHO IS AN INSURED (Section II) is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:
- a.** Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution.
  - b.** Any of your board members or commissioners if you are a public board or commission.
  - c.** Any student teachers teaching as part of their educational requirements.
  - d.** Any student interns interning as part of their educational requirements while serving their internship without said interns receiving remuneration from any business or institution to which they are assigned.
  - e.** Any faculty member serving as advisor to a fraternity, sorority, or similar student organization with permission of the college, school or university.



## All Purpose Endorsement

## Endorsement No. 1

(This Endorsement Changes the Policy. Please Read Carefully.)

### ----- ADDITIONAL EXCLUSIONS -----

**It is agreed that the insurance provided by this policy does not apply to the following:**

- 1.** Activities or operations of the Department of Transportation and Development, with the exception of the Mississippi River Bridge Authority, relating to bridges, tunnels, dams, streets, roads, highways and expressways, or for the establishment, design, construction, existence, ownership, maintenance, use, extension, improvement, repair, or regulation of the aforesaid items. However, ownership, maintenance, use, activities or operations of "mobile equipment" as defined in SECTION V "Definitions" of this policy are insured.
- 2.** Defense of any matter or activity that is excluded from coverage (supplementing Section I "Coverage A, Coverage B, Coverage C, and Supplementary Payments" in the policy).
- 3.** Pollution Exclusions are not applicable to injury or damage caused by smoke from a hostile fire.
- 4.** Expropriation proceedings which result in monetary loss to anyone due to an error or an omission or professional services as described in Endorsement No. 2, or violations of property rights or "personal injury" as defined in Policy Change No. 1, or "wrongful acts" as defined in Endorsement No. 4. However, expropriation proceedings which result in bodily injury or property damage liability as defined in Section I, Coverage A of this policy, are insured.

### **5. Athletic Participants**

Applicable to students of Colleges and Universities

It is hereby agreed that with respect to operations described above or designated in the policy as subject to this endorsement, the insurance does not apply to **bodily injury** to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the **named insured**.

### **6. Participants of the Family Independence Work Program**

administered by the Department of Social Service, Office of Family Support.

### **7. Louisiana State University Tiger Athletic Foundation.**

- 8.** This policy does not insure bodily injury or property damage arising out of the ownership, maintenance, operation, or use of any state-owned or leased airport or heliport facility.

**All other terms and conditions of this policy shall remain unchanged and in full force and effect.**

## PROFESSIONAL LIABILITY

(Errors and Omissions)

### I. LIMIT OF LIABILITY

**A.** \$5,000,000 PER CLAIM

### II. INSURING AGREEMENTS

#### A. COVERAGE

THE INSURANCE AFFORDED BY THIS POLICY APPLIES TO ERRORS, OMISSIONS OR NEGLIGENT ACTS OF STATE EMPLOYEES OR OFFICIALS RENDERING SERVICES OF A PROFESSIONAL NATURE.

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages if such legal liability arises out of the performance of professional services for others and if such legal liability is caused by an error, omission or negligent act of the Insured or any person or organization for whom the Insured is legally liable.

The Company shall have the right and duty to defend any suit or arbitration proceeding against the Insured seeking damages which are payable under the terms of this policy and to designate the attorney to handle any such suit or proceeding, even if any of the allegations of the suit or arbitration proceeding are groundless, false or fraudulent. The Company shall not be obligated to pay any claim, defend any suit or pay any claims expenses after the applicable limit of the Company's liability has been exhausted by payment of claims.

The amounts of which the Company shall pay in settlement or satisfaction of claims and the amount of the Insured's financial contribution shall be determined under Part B of this endorsement.

#### B. PLACE OF ERROR, OMISSION OR NEGLIGENT ACT

The insurance afforded by this endorsement applies to errors, omissions or negligent acts which occur anywhere in the world, subject to the following exclusions.

### C. EXCLUSIONS

This insurance shall not apply:

#### 1. To claims and claims expenses arising out of:

- a. claims for injuries arising out of acts or omissions of a medical professional nature made against the named insured, medical personnel, or hospitals, institutions, or clinics.
- b. professional activities of architects, engineers and surveyors relating to bridges, dams, tunnels, streets, roads, highways, and expressways;
- c. the liability of others assumed by the Insured under a contract or agreement, unless specifically endorsed hereon;
- d. professional services performed by or on behalf of a joint venture of which the Insured is a member, unless specifically endorsed hereon;
- e. the infringement of a copyright, trademark or patent; or plagiarism, industrial piracy, unfair business practices; or unauthorized activities in connection with clients' trade secrets;
- f. the insolvency or bankruptcy of the Insured;
- g. the advising, requiring, or obtaining of, or failure to advise, require, obtain, maintain or procure any forms of insurance, suretyship or bond;
- h. the advising or securing any financing or monies for real estate or the failure to pay monies due or alleged to be due any party;

- i. the failure to complete a project on time or any delay, construction scheduling or coordination or failure to properly schedule or coordinate any procedure, delivery or operation or the failure to complete plans, drawings, specifications or schedules on time, or the failure to act upon shop drawings on time;
  - j. express warranties or guarantees;
  - k. providing or revising, or failing to provide or revise estimates or statements of probable construction cost or cost estimates;
  - l. personal injury of any employee of the Insured while engaged in the employment of the Insured; any obligation for which the Insured or any insurer as his carrier may be held liable under any worker's compensation, unemployment compensation or disability benefit law, or any similar law;
  - m. dishonest, fraudulent, or criminal acts or omissions, or those of a knowingly wrongful nature committed intentionally by, or at the direction of, the Insured whether or not the Insured also intended damage to result;
  - n. any work that does not comply with the requirements of the design of the project or the construction contract documents, including but not limited to the drawings and specifications; however, this exclusion does not apply to claims arising from projects for which the Insured has no direct responsibility by contract for the actual construction of the project;
  - o. any faulty workmanship or construction;
  - p. the design or manufacture of any goods or products sold or supplies by the Insured or designed, manufactured, sold, or supplied by others under license from the Insured;
  - q. the procuring, supplying of, installing of equipment, supplies or materials which are to be or are incorporated into the project;
  - r. actual or alleged discrimination because of race, religion, color, sex, national origin, age or handicap;
    - i. against a past or present Insured or against any applicant for employment with any Insured;
    - ii. against any party in the awarding or failure to award any contract by the Insured.
2. to claims made against the Insured and claims expenses arising therefrom;
    - a. by a business enterprise (or its subrogees or assignees) that is wholly or partly owned, operated or managed by the Insured or in which the Insured is an officer or director; or,
    - b. by a business enterprise (or its subrogees or assignees) that wholly or partly owns, operates or manages the Insured; or,
    - c. by an employee, his executor, administrator or next of kin (or his subrogees or assignees) of such business enterprises.
  3. to fines or penalties or liquidated damages, imposed on the Insured or any party under any Federal, State or local law or the failure or refusal of a client to pay all or part of the Insured's fee

#### **D. DEFINITIONS**

1. **CLAIM.** The unqualified word "claim" means a demand for money or services, or the service of suit or institution of arbitration proceedings naming the Insured and alleging an error, omission or negligent act.
2. **SINGLE CLAIM.** One or more claims arising out of a single error, omission or negligent act, or out of related errors, omissions or negligent acts shall be treated as a single claim within the terms of this insurance policy.

**3. CLAIMS EXPENSES.** "Claims expenses" means (1) fees charged by an attorney designated by the Company and (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim if incurred by the Company, an attorney designated by the Company, or by the Insured with the written consent of the Company. However, "claim expenses" does not include salary charges of regular employees or officials of the Company or fees and expenses of independent adjusters.

**4. DAMAGES.** "Damages" means compensatory damages only and does not include punitive, exemplary or liquidated damages, fines or penalties.

**5. INSURED.** "Insured" means the named Insured and also means any partner, officer, director, stockholder or employee of the named Insured while acting within the scope of his duties performed for the named Insured.

**6. PERSONAL INJURY.** "Personal Injury" means:

- a. bodily injury, including sickness, disease, death, mental anguish, and emotional distress;
- b. false arrest, detention or imprisonment, wrongful entry or eviction or other invasion of private occupancy, malicious prosecution or humiliation;
- c. the publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

### **III. COMPUTATION OF AMOUNTS PAYABLE BY THE COMPANY AND THE INSURED**

#### **A. LIMIT OF LIABILITY – PER CLAIM**

The Company's obligation to pay damages arising therefrom as a result of any single claim shall not exceed the amount of the Limit of Liability in effect at the time of the error, omission or negligent act giving rise to the claim, or the amount stated as the Limit of Liability of the Declarations herein, whichever limit is less.

#### **B. MORE THAN ONE INSURED**

The inclusion of more than one named Insured shall not operate to either increase the applicable deductible or the applicable limit of liability.

### **IV. CONDITIONS**

#### **A. THE INSURED'S DUTY IN THE EVENT OF A CLAIM OR SUIT**

- 1. The Insured shall, as soon as practicable after a claim has been made against him, give written notice thereof to the Company. Such written notice shall contain particulars sufficient to identify the claimant and also reasonably obtainable information with respect to the time, place, and circumstances.
- 2. The Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- 3. The Insured shall not admit any liability, make any payment, assume any obligation, or incur redesign expense, reworking expense, redrafting expense, or other expense related to such claim or suit, except with the prior written consent of the Company.

#### **B. ASSISTANCE AND COOPERATION OF THE INSURED**

- 1. If a claim should be made against the Insured, he shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
- 2. The Insured shall make available to the Company, at its request, the records and documents of the Insured as they may relate to the claim or suit against the Insured.

#### **C. ARBITRATION**

If the Insured has the right under any contract for professional services to either reject or demand the arbitration of any claim made against the Insured, the Insured shall exercise such right only with the written consent of the Company.

#### **D. OTHER INSURANCE**

This endorsement is in excess of the amount of the applicable deductible of this endorsement and, additionally, the amount of any other valid and collectible insurance available to the Insured.

#### **E. SUBROGATION**

In the event of any payment under this endorsement, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization, other than an employee of the Insured, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

#### **F. SEVERABILITY OF INTERESTS**

The term "the Insured" is used severally and not collectively.

#### **G. ASSIGNMENT**

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the named Insured shall die, be adjudged bankrupt, insolvent or incompetent within the policy period, this endorsement shall cover the named Insured's legal representative as named Insured; provided that notice of cancellation addressed to the Insured named in the Declarations and mailed to the address shown in this endorsement shall be sufficient notice to effect cancellation of this endorsement.

|              |   |  |   |               |   |            |
|--------------|---|--|---|---------------|---|------------|
| PROPOSAL NO. | * | INVITATION FOR BID                           | * | DATE          | * | PAGE       |
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|              |   | & ENDORSEMENTS                               |   |               |   |            |
|              |   | ** THIS PAGE DOES NOT HAVE TO BE RETURNED ** |   |               |   |            |

## All Purpose Endorsement

## Endorsement Number 3

(This Endorsement Changes the Policy. Please read carefully.)

### ----- ADDITIONAL INSUREDS

**It is agreed the following are additional insureds under this policy.**

1. LOOP, Inc. as regards negligence arising out of operations of all State Departments, Agencies, Boards and Commissions as created by Statutes.
2. The LSU Foundation, the Louisiana State University Alumni Federation, the University of New Orleans Alumni Association, the Louisiana Animal Breeders Association, Louisiana State University Law Alumni Association, and All Affiliated, Associated or Subsidiary Organizations, Companies, Partnerships, or Corporations as now or hereafter exist are added as additional insureds as their interest may appear.

## PUBLIC OFFICIALS AND EMPLOYEES LIABILITY INSURANCE

IN CONSIDERATION of the payment of the premium and subject to all of the terms, conditions and exclusions of this Endorsement, the Company agrees with the Insureds under Coverage A and the Public Entity under Coverage B as follows:

### I. Limits of Liability

**A. \$5,000,000,000** each occurrence

**B.** Regardless of the number of:

1. Insureds under this Policy,
2. persons or organizations who sustain Loss from Wrongful Acts; or
3. claims made or suits brought on account of Wrongful Acts or otherwise,

the Company's liability is limited as follows:

The limit of liability stated in the Declarations as applicable to "each loss" is the limit of the Company's liability for all Loss arising out of one Wrongful Act covered hereby.

### II. INSURING AGREEMENTS

#### A. Coverage

##### 1. Coverage "A"

The Company will pay on behalf of the Insureds all Loss which the Insureds shall be legally obligated to pay for any civil claim or claims against them because of a Wrongful Act.

##### 2. Coverage "B"

The Company will reimburse the Public Entity for all Loss for which the Public Entity shall be required by law to indemnify the Insureds for any civil claim or claim against them because of a Wrongful Act.

#### B. Extensions

This Endorsement shall cover Loss arising from any civil claim or claims made against the estates, heirs, legal representatives or assigns of deceased persons who were the Insureds at the time of the Wrongful Act upon which such civil claim or claims are based, and the legal representatives or assigns of the Insureds in the event of their incompetency, insolvency or bankruptcy.

### C. Definitions

1. **"Public Entity"** shall mean only that Municipality, Governmental Body, Department, or Unit, which is named in the Declarations and is legally constituted at the inception date of this Policy.
2. **"Insureds"** shall mean the Public Entity and all persons who were, now are or shall be lawfully elected or lawfully appointed officials and members of the Public Entity. The term "Insured" shall include members of such commissions, boards or other units operating by and under the jurisdiction of such governing body and within an appointment of the total operating budget indicated in the proposal form. The term "Insured" shall include employees as may be other units. Employee shall not include any person working on a retainer or contractual agreement.
3. **"Wrongful Act"** means only any or all of the following: Actual or alleged error; misstatement or misleading statement; omission, neglect or breach of duty by the Insured, individually or collectively, while acting or failing to act within the scope of his employment or official duties.
4. **"Loss"** shall mean any amount which the Insureds are legally obligated to pay or which the Public Entity shall be required by law to pay as indemnity to the Insureds, for any claim or claims made against them during the policy period, for Wrongful Acts and shall include but not be limited to damages, judgments, settlements and costs, cost of investigation and defense of legal actions (excluding from such cost the salaries of officials or employees of the Public Entity or any other governmental body), claims or proceedings and appeals therefrom,



cost of attachment or similar bonds; provided always, however, such subject of loss shall not include fines or penalties imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Endorsement shall be construed.

5. **"Policy Year"** shall mean the period of one year following the effective date and hour of this Policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the Policy is less than one year, such lesser period.

#### D. Exclusions

The Company shall not be liable to make payment for Loss in connection with any claim made against the Insureds allegedly, based upon or arising out of any one or more of the following:

1. gaining any personal profit or advantage to which they were not legally entitled;
2. the return by the Insureds of any remuneration paid in fact to them if payment of such remuneration shall be held by the courts to be in violation of law;
3. brought about or contributed to by the dishonesty of the Insureds, however, notwithstanding the foregoing, the Insureds shall be protected under the terms of this policy as to any claims upon which suit is brought against them by reason of any alleged dishonesty on the part of the insureds, unless a judgment or other final adjudication thereof adverse to the Insureds shall establish that acts of active and deliberate dishonesty committed by the Insureds with actual dishonest purpose and intent were material to the cause of action so adjudicated;
4. claims, demands or actions seeking relief, or redress, in any form other than money damage;
5. for fees or expenses relating to claims, demands or actions seeking relief, or redress, in any form other than money damages;

6. any damages, whether direct, indirect or consequential, arising from, or caused by, bodily injury, personal injury, sickness, disease or death;
7. loss or criminal abstraction of, damage to or destruction of any tangible property or the loss of use of such property by reason of the foregoing;
8. false arrest, assault and battery, detention or imprisonment, or malicious prosecution;
9. defamation, including, but not limited to libel or slander;
10. a publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Public Entity;
11. wrongful entry or eviction or other invasion of the right of private occupancy;
12. inverse condemnation;
13. strikes, riots or civil commotions;
14. the willful violation of statute or ordinance committed by or with the knowledge of consent of an insured;
15. the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;
16. The Insured's activities in a fiduciary capacity to include the administration of any employee benefit plan.

Exclusions 1. and 2. do not apply to Coverage B.

#### E. CONDITIONS

##### 1. Warranty Clause

It is represented and warranted that the particulars and statements contained in the written proposal form, copy of which is attached hereto, and the Declarations are reaffirmed as of the inception date of this Policy, and are the basis of this Endorsement and are considered as incorporated in and constituting part of this Endorsement.



## 2. Loss Provision

If during the policy period

- a. the Public Entity or the Insureds shall receive written or oral notice from any party that it is the intention of such party to hold the Insureds responsible for the results of any specified Wrongful Act done or alleged to have been done by the Insureds while acting in the capacity aforementioned; or
- b. the Public Entity or the Insureds shall become aware of any occurrence which may subsequently give rise to a claim being made against the Insureds in respect of any such alleged Wrongful Act;

then the Public Entity or the Insureds shall as soon as practicable give written notice to the Company of the receipt of such written or oral notice under Clause 2.a. or of such occurrence under Clause 2.b.

The Public Entity or the Insureds shall as a further condition precedent to the Insureds' right to be indemnified under this Endorsement, shall give the Company any information and all such cooperation as they may reasonably require and as shall be in the Insureds' power.

## 3. Defense and Settlement

In the event of a claim, the Insureds shall take reasonable measures to protect their interests. If defense of a suit shall be required then the Company shall appoint counsel.

No costs or expenses shall be incurred on behalf of the Company under any circumstances without its consent, which consent, once given, may be withdrawn at any time but may not be unreasonably withheld. In the event the Insured and the Company cannot agree on the allocation or apportionment of counsel's fees and expenses, then under such circumstances the Insured's right of indemnity for such expenses and fees shall not mature until the claim giving rise thereto has been finally and completely adjudicated and/or settled.

The Company, at its option, shall have the right at its own expense to investigate any claim and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit the Public Entity or the Insureds to any settlement without their consent.

If, however, the Insureds shall refuse to consent to any settlement recommended by the Company and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then subject to the provisions of paragraph 3, the Company's liability for the claim shall not exceed the amount for which the claim could have been settled including costs, charges, and expenses incurred with its consent up to date of such refusal.

## 4. Action Against the Company

No action shall lie against the Company unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Endorsement, and until the amount of the Insureds' obligation to pay shall have been finally determined either by judgment against the Insureds after actual trial or by written agreement of the Insureds, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Endorsement to the extent of the insurance afforded by this Endorsement. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insureds, to determine the Insureds' liability, nor shall the Company be impleaded by the Insureds or their legal representative.

## 5. Subrogation

In the event of any payment under this Endorsement, the Company shall be subrogated to all the Insureds' rights of recovery therefor against any person or organization and the Insureds shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insureds shall do nothing after the Wrongful Act to prejudice such rights.

## 6. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Endorsement or stop the Company from asserting any right under the terms of this Endorsement, nor shall the terms of this Endorsement be waived or changed, except by endorsement issued to form a part of this Policy.

## 7. Assignment

Assignment of interest under this Endorsement shall not bind the Company until its consent is endorsed hereon.

## 8. Authorization Clause and Notices

By acceptance of this Endorsement, all Insureds agree that the Public Entity shall act on behalf of all Insureds with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this Policy. Notice to that individual named in the Proposal at the address of the Public Entity shall also constitute notice to all Insureds.

## 9. Terms of Policy Conformed to Statute

Terms of this Endorsement which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

## 10. Acceptance

By acceptance of this Endorsement, the Public Entity and the Insureds agree that this Endorsement embodies all agreements existing between themselves and the Company or any of its agents relating to this insurance.

## 11. Other Insurance

If the Public Entity or any Insured has other insurance insuring against a Loss covered by this Endorsement, the insurance provided by this Endorsement shall apply in excess of such other insurance.

## GARAGEKEEPERS INSURANCE

### I. LIMIT OF LIABILITY:

#### A. Garagekeepers Insurance Comprehensive Coverage

\$5,000,000 each location minus -0- deductible

#### B. Garagekeepers Insurance Collision Coverage

\$5,000,000 each location minus \$100 for each covered auto.

Regardless of the number of covered **autos**, **insureds**, claims made or suits brought, the most **we** will pay for **loss** of each location is the GARAGEKEEPERS INSURANCE limit shown in the declarations for that location minus the applicable deductibles for **loss** caused by collision, theft or malicious mischief or vandalism. The maximum deductible stated in the declarations for GARAGEKEEPERS INSURANCE Comprehensive or Specified Perils Coverage is the most that will be deducted for all **loss** in any one event caused by theft or malicious mischief or vandalism. Sometimes to settle a claim or suit, **we** may pay all or any part of the deductible. If this happens **you** must reimburse **us** for the deductible or that portion of the deductible that **we** paid.

### II. WE WILL PAY:

#### A. We will pay all sums the **insured** legally must pay as damages for **loss** to a covered **auto** left in the **insured's** care while the **insured** is attending, servicing, repairing, parking, or storing it in **your garage operations**, under:

1. **Comprehensive Coverage.** From any cause except the covered **auto's** collision with another object or its overturn.
2. **Specified Perils Coverage.** Caused by:
  - a. Fire or Explosion;
  - b. Theft;
  - c. Mischief or vandalism.
3. **Collision Coverage.** Caused by the covered **auto's** collision with another object or its overturn.

- B. **We** have the right and duty to defend any suit asking for these damages. However, **we** have no duty to defend suits for **loss** not covered by this policy. **We** may investigate and settle any claim or suit as **we** consider appropriate. **Our** payment of **our** limit for any coverage ends **our** duty to defend or settle for that coverage.

### III. WE WILL ALSO PAY:

In addition to **our** limit of liability, **we** will pay for the **insured**:

- A. Premium on appeal bonds in any suit **we** defend.
- B. Premium on bonds to release attachments in a suit **we** defend, but only for bonds up to **our** limit of liability.
- C. All costs taxed to the **insured** in a suit **we** defend.
- D. All interest accruing after the entry of the judgment in a suit **we** defend. **Our** duty to pay interest ends when **we** pay or tender **our** limit of liability.
- E. Up to fifty dollars a day for loss of earnings (but not other income) because of attendance at hearings or trials at **our** request.
- F. Other reasonable expenses incurred at **our** request.

### IV. WE WILL NOT COVER - EXCLUSIONS:

This insurance does not apply to:

- A. Liability resulting from any agreement by which the **insured** accepts responsibility for **loss**.
- B. **Loss** due to theft or conversion caused in any way by **you**, **your** employees or by **your** shareholders.
- C. Defective parts or materials.
- D. Faulty **work you performed**.
- E. **Loss** to tape decks or other sound reproducing equipment not permanently installed in a covered **auto**.

- F. Loss** to tapes, records or other devices designed for use with sound reproducing equipment.
- G. Loss** to any sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the **auto** manufacturer for the installation of a radio.

**V. WHO IS INSURED:**

Each of the following is an **insured** for **loss** to covered **autos**.

- A. You** are **insured**.
- B. Your** employees, directors or shareholders are **insureds** but only while acting within the scope of their duties as such.

**VI. DEFINITION OF COVERED AUTO:**

The following are insured autos:

- 1. Symbol 30 - Autos left with you for service, repair, storage or safekeeping.** Any **auto** not owned by **you** while left with your **garage** operations for service, repair, storage or safekeeping.

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## All Purpose Endorsement

## Endorsement No. 6

(This Endorsement Changes the Policy. Please Read Carefully.)

### MISCELLANEOUS AMENDMENTS/CHANGES

**It is agreed that the following changes are applicable to this policy.**

1. The named insured as indicated on the declaration is amended to read as follows:

All State Departments, Agencies, Boards and Commissions of the State of Louisiana, and any other agency which may be created in the future as part of these agencies, boards and commissions.

2. Notwithstanding anything to the contrary, the limit of insurance provided by this policy shall not be increased by the pyramiding of coverages provided by the policy and any endorsements thereto.

3. In consideration of the premium charged, it is hereby understood and agreed that coverage includes the Positive Enforcement Officer and Volunteer Certified Public Accountants but only as respects services performed for and on behalf of the State Board of Certified Public Accountants of Louisiana (7208) of the Review and Fact Finding of a member Firm Registration.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreement or declaration of the policy, other than as herein stated.

## EMPLOYEE BENEFITS LIABILITY

### I. Limit of Liability:

#### (a) Employee Benefits Programs

\$5,000,000 Per Occurrence

### II. COVERAGE - EMPLOYEE BENEFITS LIABILITY INSURANCE

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of any negligent act or omission of the insured, or of any other person for whose acts the insured is legally liable, if such negligent act or omission is committed in the administration of the named insured's employee benefit program during the policy period, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such loss, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

### III. EXCLUSIONS

This insurance does not apply:

- (a) to loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
- (b) to bodily injury, property damage or personal injury;
- (c) to loss arising out of failure of performance of contract by any insurer;
- (d) to loss arising out of an insufficiency of funds to meet any obligation under any plan included in the employee benefit program;
- (e) to any claim or suit based upon
  - (1) failure of any investment to perform as represented by any insured, or
  - (2) advice given to any person to participate or not participate in any plan included in the employee benefit program;

(f) to loss arising out of the failure of the named insured to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;

(g) to the liability of a fiduciary imposed by the Employee Retirement Income Security Act of 1974, as now or hereafter amended;

(h) to any claims which results from an activity, act or omission of a third party administrator, a firm or a person, other than an employee of the Insured, who administers the employee benefit program.

### IV. PERSONS INSURED

Each of the following is an insured to the extent set forth below:

- (a) the named insured;
- (b) each officer and employee of the named insured who is authorized to administer the named insured's employee benefit program.

### V. ADDITIONAL DEFINITIONS

When used in reference to this insurance:

1. "Employee benefit program" means the following plans:
  - (a) group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an employee may subscribe to such insurance or plans;
  - (b) unemployment insurance, social security benefits, workers' compensation and disability benefits,
  - (c) any other similar plan designated in the Schedule or added thereto by endorsement;

**2. "Administration" means**

- (a) counseling employees, including their dependents and beneficiaries, with respect to the employee benefit program; or
- (b) handling records in connection with the employee benefit program; or
- (c) effecting or terminating any employee's participation in a plan included in the employee benefit program;

**3. "Employee" means officers and employees of the named insured, whether actively employed, disabled or retired.**

**4. "Personal injury" means injury arising out of one or more of the following offenses:**

- (a) false arrest, detention or imprisonment, or malicious prosecution;
- (b) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
- (c) wrongful entry or eviction, or other invasion of the right of private occupancy; or
- (d) discrimination.

**VI. ADDITIONAL CONDITIONS**

**1. Section IV - Commercial General Liability Conditions in the Commercial General Liability Coverage Form apply to the insurance afforded by the endorsement.**

**2. Limits of Liability**

The limit of liability stated as applicable to each occurrence in the Commercial General Liability Declarations is the total limit of the company's liability for all damages incurred on account of any occurrence covered hereunder. The inclusion here of more than one insured shall not operate to increase the limits of the company's liability.

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POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

## BOATS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERGE PART

SCHEDULE

**Description of Watercraft:** All watercraft of twenty-six (26) feet or less in length owned or used by or rented to the insured shown in the Schedule.

Any and all row boats (non-motorized) regardless of length.

**Additional Premium:** N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. Exclusion **g.** of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.



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## **POLICY CHANGE NUMBER 4**

*(This Endorsement Changes the Policy. Please read carefully.)*

### **Coverage Parts Affected:**

Form CG 24 12 11 85 – Boats

### **AMENDMENTS/CHANGE**

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**1.** Paragraph 1. is amended to read as follows:

1. Exclusion **g.** of COVERAGE A (Section I) does not apply to any watercraft of twenty-six (26) feet or less in length owned or used by or rented to the insured shown in the Schedule.

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### Veterinarian Professional Liability

The purpose of this endorsement is to clarify ISO Form No. CG 22 72 10 93, "Colleges and Schools" and Endorsement No. 2, "Professional Liability (Errors and Omissions)".

#### It is agreed that:

1. ISO Form No. CG 22 72 10 93, "Colleges and Schools", B. does **not** apply to veterinarians engaged in the rendering of veterinary services or in the instruction of the veterinarian science, or to clinicians and laboratory technicians performing veterinary work or duties on or on behalf of the State.
2. Endorsement No. 2, "Professional Liability (Errors and Omissions)", C. Exclusions, 1. a. does **not** apply to veterinarians engaged in the rendering of veterinary services or in the instruction of the veterinarian science, or to clinicians and laboratory technicians performing veterinary work or duties on or on behalf of the State.
3. Veterinarians, clinicians, and laboratory technicians performing veterinary work or duties for or on behalf of the State, as well as colleges or schools of veterinarian medicine, are covered for Professional Liability under this policy.

All other terms and conditions remain unchanged.

**COMMERCIAL GENERAL LIABILITY  
CG 00 33 01 96**

## LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

### SECTION I - LIQUOR LIABILITY COVERAGE

#### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b.** This insurance applies to "injury" which occurs during the policy period in the "coverage territory".

#### 2. Exclusions

This insurance does not apply to:

##### **a. Expected or Intended Injury**

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

##### **b. Workers Compensation and Similar Laws**

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

##### **c. Employer's Liability**

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
  - (a)** Employment by the insured; or
  - (b)** Performing duties related to the conduct of the insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

##### **d. Liquor License Not in Effect**

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

##### **e. Your Product**

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**f. Other Insurance**

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

**SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, 'but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above

**(2)** "Property damage" to property:

- (a)** Owned or occupied by, or
- (b)** Rented or loaned

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

**b.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

**c.** Your legal representative if you die; but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b.** Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

**1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a.** Insureds;
- b.** Claims made or "suits" brought; or
- c.** Persons or organizations making claims or bringing "suits".

**2.** The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

**3.** Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - LIQUOR LIABILITY CONDITIONS

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Injury, Claim Or Suit**

**a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "injury" took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any "injury" arising out of an occurrence.

**b.** If a claim is made or "suit" is brought against any insured, you must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c. You and any other involved insured must:**

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

**d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.**

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c.** The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a.** As if each Named Insured were the only Named Insured; and
- b.** Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the "injury" does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The "injury" arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Injury" means all damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of services or loss of support.

6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.



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## **POLICY CHANGE NUMBER 5**

*(This Endorsement Changes the Policy. Please read carefully.)*

### **Coverage Parts Affected:**

**Form CG 00 33 01 96 – Liquor Liability Coverage Form:**

### **AMENDMENTS/CHANGES**

- (1) SECTION III - Limits of Insurance (page 3 of 5), paragraphs 2. and 3. are hereby **deleted** in their entirety.



IL 00 21 11 94

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT  
OF TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

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"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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COMMERCIAL GENERAL LIABILITY  
CG 21 69 01 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAR OR TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following::

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion i. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **i. War Or Terrorism**

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B -Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**War Or Terrorism**

"Personal and advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions ; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The "terrorism" involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

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(5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. Exclusion h. under Paragraph 2., **Exclusions of Section 1 -Coverage C - Medical Payments** does not apply.

D. The following definition is added to the **Definitions** Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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## All Purpose Endorsement

## Endorsement No. 9

(This Endorsement Changes the Policy. Please Read Carefully.)

### INDOOR AIR QUALITY EXCLUSION

#### This insurance does not apply to:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of, resulting from, caused or contributed to by mold, mildew and/or other conditions affecting indoor air quality; or
2. The cost of abatement, mitigation, removal or disposal of mold, mildew and/or other conditions affecting indoor air quality.

This exclusion also includes:

- a. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreement or declaration of the policy, other than as herein stated.

## ALL PURPOSE ENDORSEMENT

Endorsement No. 10

### REPORTING OF COMMERCIAL GENERAL LIABILITY CLAIMS

1. The State of Louisiana provides Commercial General Liability coverage for bodily injury and property damage claims resulting from operations for which the Agency could be held legally liable.
2. All general liability claims are to be submitted in writing to the Office of Risk Management on a CGL claim form. CGL claim forms can be obtained from the Office of Risk Management Claims Section.
3. Claims are to be submitted in writing to the Office of Risk Management, Post Office Box 94095, Baton Rouge, LA 70804-9095.
4. If a loss is serious in nature, it is to be reported by telephone to the Office of Risk Management for review to determine if coverage is applicable.
5. Claims which are made against a state agency by a third party are to be submitted to the Office of Risk Management for review to determine if coverage is applicable.
6. All lawsuits, demands, notices, summons, or other legal documents pertaining to a claim against a state agency are to be forwarded immediately to the Office of Risk Management's Claim Office for further handling.
7. Any objects and/or products which may have caused, contributed to or which are suspected of causing an accident are to be retained and preserved as evidence.
8. If a loss occurs or a claim arises, the agency is not to assume any obligation or incur any expenses without authority from the Office of Risk Management.

**FAILURE TO FOLLOW THESE PROCEDURES  
SHALL NOT OBVIATE COVERAGES OTHERWISE  
PROVIDED BY THE POLICY.**